



Commonwealth of Massachusetts State Ethics Commission

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SUFFOLK, ss.

COMMISSION ADJUDICATORY
DOCKET NO. 480

IN THE MATTER OF STANLEY BATES

DISPOSITION AGREEMENT

This Disposition Agreement (Agreement) is entered into between the State Ethics Commission (Commission) and Stanley Bates (Bates) pursuant to §5 of the Commission's Enforcement Procedures. This Agreement constitutes a consented to final order enforceable in the Superior Court, pursuant to G.L. c. 268B, §4(j).

On October 19, 1993, the Commission initiated, pursuant to G.L. c. 268B, §4(a), a preliminary inquiry into possible violations of the conflict of interest law, G.L. c. 268A, by Bates. The Commission has concluded its inquiry and, on December 7, 1993, found reasonable cause to believe that Bates violated G.L. c. 268A.

The Commission and Bates now agree to the following findings of fact and conclusions of law:

1. Bates was, during the time relevant, the Town of Easton Police Chief. As such, Bates was a municipal employee as that term is defined in G.L. c. 268A, §1.

2. During the time relevant, Bates' son Gerry owned and operated Eastern Sound & Security Company (Eastern Sound) located in Easton. Eastern Sound is in the business of automobile window tinting and selling and installing car accessories. Gerry also sold, as an independent agent, cellular phones.^{1/}

3. In 1992 and 1993, Bates, acting as police chief, authorized and approved the purchase of and payment for \$1,469 worth of goods and services for the town from Gerry.^{2/}

4. The Commission has no evidence to suggest that Bates was aware that his actions violated G.L. c. 268A when he participated in the purchase of goods and services from his son.^{3/}

5. Except as otherwise permitted by that section,^{4/} General Laws c. 268A, §19 prohibits a municipal employee from participating as such in a particular matter in which to his knowledge he or an immediate family member has a financial interest.

6. The decisions to purchase the goods and services on behalf of the town were particular matters.^{5/}

7. Because Bates made those purchasing and payment decisions, he participated^{6/} in these particular matters.

8. Bates knew his son had a financial interest in those particular matters because he stood to make a profit on each such sale.

9. Therefore, by participating in the purchasing and payment decisions as described above, Bates repeatedly participated in particular matters as police chief in which to his knowledge his son had a financial interest, thereby violating §19.

In view of the foregoing violations of G.L. c. 268A by Bates, the Commission has determined that the public

interest would be served by the disposition of this matter without further enforcement proceedings, on the basis of the following terms and conditions agreed to by Bates:

- (1) that Bates pay to the Commission the sum of five hundred dollars (\$500) as a civil penalty for violating G.L. c. 268A, §19;
- (2) that Bates will act in conformance with requirements of G.L. c. 268A in his future conduct as a municipal employee; and
- (3) that Bates waive all rights to contest the findings of fact, conclusions of law and terms and conditions contained in this Agreement in this or any other related administrative or judicial proceedings to which the Commission is or may be a party.

Date: December 8, 1993

^{1/} Gerry received a \$150 commission for each telephone number sold.

^{2/} Gerry (either independently or through Eastern Sound) provided the following tinting, telephone and radio repair services to the Easton Police Department or the town:

- (a) October 8, 1992, \$175.00 for window tinting;
- (b) October 9, 1992, \$175.00 for window tinting;
- (c) November 2, 1992, \$175.00 for window tinting;
- (d) November 21, 1992, \$75.00 for the labor involved in removal and reinstallation of a car telephone;
- (e) April 5, 1993, \$180 for 3 cellular telephones;
- (f) May 8, 1993, \$40.00 for cellular telephone, battery and charger;
- (g) May 9, 1993, \$169 for AM/FM Cassette (\$99.00), mounting kit (\$10.00), antenna (\$10.00) and labor (\$50.00);
- (h) May 9, 1993, \$40.00 battery charger; and
- (i) May 30, 1993, \$440.00 for 3 bag phones (3 @ \$60.00 each = \$180) and 3 battery chargers (3 @ \$40.00 = \$120.00), 1 mobile phone (\$100.00) and 1 battery charger (\$40.00).

^{3/} Ignorance of the law is no defense to a violation of G.L. c. 268A. *In re Doyle*, 1980 SEC 11, 13. See also, *Scola v. Scola*, 318 Mass. 1, 7 (1945).

^{4/} None of the exceptions applies.

^{5/} "Particular matter," any judicial or other proceeding, application, submission, request for a ruling or other determination, contract, claim, controversy, charge, accusation, arrest, decision, determination, finding, but excluding enactment of general legislation by the general court and petitions of cities, towns, counties and districts for special laws related to their governmental organizations, powers, duties, finances and property. G.L. c. 268A, §1(k).

^{6/} "Participate," participate in agency action or in a particular matter personally and substantially as a state, county or municipal employee, through approval, disapproval, decision, recommendation, the rendering of advice, investigation or otherwise. G.L. c. 268A, §1(j).